

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ILLINOIS TEAMSTERS JOINT COUNCIL)
#25 AND EMPLOYERS APPRENTICESHIP)
AND TRAINING FUND,)
Plaintiff,) CIVIL ACTION
vs.) NO.
J & S TRANSPORT, INC., an Illinois corporation,)
Defendant.) JUDGE

COMPLAINT

The Plaintiff, ILLINOIS TEAMSTERS JOINT COUNCIL #25 AND EMPLOYERS APPRENTICESHIP AND TRAINING FUND, by its attorneys, and for its complaint against the Defendant, J & S TRANSPORT, INC., an Illinois corporation, alleges as follows:

1. This action arises under the laws of the United States and is brought pursuant to Sections 502 of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as "ERISA"), 29 U.S.C. §1132 and Section 301 of the Labor-Management Relations Act of 1947, 29 U.S.C. §185.

2. Plaintiff, ILLINOIS TEAMSTERS JOINT COUNCIL #25 AND EMPLOYERS APPRENTICESHIP AND TRAINING FUND, is an "employee welfare benefit plan" and "employee benefit plan" within the meaning of ERISA, 29 U.S.C. §1002(1) and (3). Plaintiff provides training programs for individuals who are employed in the trucking and construction industries.

3. The Plaintiff has been established pursuant to a Trust Agreement entered into by Teamsters Joint Council 25 and various employers. The Plaintiff is administered within this District.

4. The Defendant, J & S TRANSPORT, INC., is a corporation organized and existing under the laws of the State of Illinois and maintains an office in Oswego, Illinois 60543. Defendant is an “employer” within the meaning of ERISA, 29 U.S.C. §1002(5). At all times relevant hereto, Defendant has been engaged in the construction business within the jurisdiction of this Court.

5. At all times involved herein, Defendant has been party to a collective bargaining agreement with Teamsters Local 179 (hereinafter referred to as “Agreement”). The Agreement sets forth the wages, benefits and working conditions applicable to Defendant’s bargaining unit employees. A copy of the current Agreement is attached to this Complaint as Exhibit A.

6. Article 8 of the Agreement obligates Defendant to make monthly contributions to the Plaintiff for each bargaining unit employee/owner at the rate of \$10.00 per week.

7. From January 2008 through October 2013, the Defendant failed to make contributions to Plaintiff as required by the Agreement. Based on information provided to the Fund, it has been determined that for this period the Defendant owes contributions totaling \$5,430.90.

8. The Plaintiff has made demand for payment of the unpaid contributions.

9. Defendant has wrongfully, and without justification, failed and refused to pay the amounts owed.

WHEREFORE, Plaintiff, ILLINOIS TEAMSTERS JOINT COUNCIL #25 AND EMPLOYERS APPRENTICESHIP AND TRAINING FUND, prays as follows:

a. That judgment be entered in favor of Plaintiff and against Defendant, MATTHEWS TRUCKING, INC., for the period January 2008 through

October 2013 in the amount of \$7,005.86, which represents the total of the following:

1. \$5,430.90 in unpaid fringe benefit contributions;
2. \$1,086.18 in liquidated damages as provided by Section 502(g)(2) of ERISA, 29 U.S.C. §1132(g);
3. \$488.78 in interest.

b. That Plaintiff be awarded its costs, including reasonable attorneys' fees, as provided in Section 502(g)(2) of ERISA.

c. For such further relief as the Court may deem appropriate.

/s/ Laura M. Finnegan

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